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8 Attorneys for Defendants/Counter-Claimants  
9 DAVID URQUHART and WESTHAMPTON, LTD.

10 UNITED STATES DISTRICT COURT

11 DISTRICT OF NEVADA

12 ABIGAIL INVESTMENTS LLC, a Nevada limited  
13 liability company,

14 Plaintiff,

15 v.

16 DAVID URQUHART, an individual,

17 Defendant.

18 DAVID URQUHART, an individual; and  
19 WESTHAMPTON, LTD., a Canadian entity,

20 Counter-claimants,

21 v.

22 ABIGAIL INVESTMENTS, LLC, a Nevada limited  
liability company; MORGAN CREEK ENERGY  
23 CORPORATION, a Nevada corporation; MAINLAND  
RESOURCES, INC., a Nevada corporation; BRENT  
24 PIERCE, an individual; GINO CICCI, an individual;  
VAUGHN BARBON, an individual; MICHAEL  
25 NEWPORT, an individual; ROBERT FEDUN, an  
individual; SIMEON KING HORTON, an individual;

Case No. 09-CV-1174-(JCM) (GF)

**DEFENDANT DAVID  
URQUHART'S ANSWER TO  
PLAINTIFF'S COMPLAINT  
AND JURY DEMAND AND  
COUNTER-CLAIMANTS  
DAVID URQUHART AND  
WESTHAMPTON, LTD.'S  
AMENDED COUNTER-  
COMPLAINT AND JURY  
DEMAND**

1 EMPIRE STOCK TRANSFER, INC., a Nevada  
2 corporation; BYRON COULTHARD; and DOES I-X,  
3 inclusive;

Counter-defendants.

4 **DEFENDANT DAVID URQUHART'S ANSWER TO PLAINTIFF'S COMPLAINT**

5 Except as expressly admitted, qualified, or otherwise answered herein, Defendant David  
6 Urquhart ("Mr. Urquhart") denies each and every allegation of Plaintiff Abigail Investments  
7 LLC's ("Abigail") Complaint. Mr. Urquhart answers Abigail's Complaint as follows:

8 **THE PARTIES**

9 1. In response to the allegations contained in paragraph 1 of the Complaint, Mr.  
10 Urquhart states that he is without knowledge or information sufficient to form a belief as to the  
11 truth or falsity of the allegations that purport to apply to Abigail and, on that basis, denies them.  
12 Mr. Urquhart otherwise denies the remaining allegations contained in paragraph 1.

13 2. Mr. Urquhart admits the allegations contained in paragraph 2 of the Complaint.

14 3. Mr. Urquhart believes that the allegations contained in paragraph 3 of the  
15 Complaint do not require a response, because they assert legal conclusions, rather than stating  
16 factual allegations. To the extent any response is required, Mr. Urquhart denies the allegations  
17 contained in paragraph 3.

18 **GENERAL ALLEGATIONS**

19 4. In response to the allegations contained in paragraph 4 of the Complaint, Mr.  
20 Urquhart admits that he served as a director of Mainland Resources, Inc. Mr. Urquhart denies  
21 the remaining allegations contained in paragraph 4.

22 5. In response to the allegations contained in paragraph 5 of the Complaint, Mr.  
23 Urquhart states that he is without knowledge or information sufficient to form a belief as to the  
24 truth or falsity of the allegations that purport to apply to a third party and, on that basis, denies  
25 them. Mr. Urquhart otherwise denies the remaining allegations contained in paragraph 5.

1           6.     In response to the allegations contained in paragraph 6 of the Complaint, Mr.  
2 Urquhart admits that on April 8, 2008, he entered into separate agreements with Abigail, Robert  
3 Fedun, Simeon King, and Michael Newport for the receipt of 500,000 shares of Mainland  
4 Resources, Inc.'s stock. Mr. Urquhart denies the remaining allegations contained in paragraph  
5 6. Furthermore, Mr. Urquhart states that the "Separate Agreements" speak for themselves.

6           7.     In response to the allegations contained in paragraph 7 of the Complaint, Mr.  
7 Urquhart states that the "Separate Agreements" speak for themselves. Mr. Urquhart otherwise  
8 denies the allegations contained in paragraph 7.

9           8.     In response to the allegations contained in the first paragraph 8 of the Complaint,  
10 Mr. Urquhart admits that he did not remit payment to Abigail, Robert Fedun, Simeon King, or  
11 Michael Newport in exchange for the 500,000 shares of Mainland Resources, Inc.'s stock. Mr.  
12 Urquhart denies the remaining allegations contained in the first paragraph 8.

13           9.     In response to the allegations contained in the second paragraph 8 of the  
14 Complaint, Mr. Urquhart states that the "Separate Agreements" speak for themselves. Mr.  
15 Urquhart otherwise denies the allegations contained in the second paragraph 8.

16           10.    In response to the allegations contained in paragraph 9 of the Complaint, Mr.  
17 Urquhart admits that on May 29, 2008, Mainland Resources, Inc.'s stock underwent a split of  
18 1.5:1, and that as a result of this split, Mr. Urquhart was entitled to 750,000 shares of Mainland  
19 Resources, Inc.'s stock. Mr. Urquhart denies the remaining allegations contained in paragraph  
20 9.

21           11.    In response to the allegations contained in paragraph 10 of the Complaint, Mr.  
22 Urquhart states that the "Subsequent Agreement" speaks for itself. Furthermore, Mr. Urquhart  
23 states that he is without knowledge or information sufficient to form a belief as to the truth or  
24 falsity of the allegations contained in paragraph 10 that purport to apply to Abigail and/or third  
25

1 parties and, on that basis, denies them. Mr. Urquhart otherwise denies the remaining allegations  
2 contained in paragraph 10.

3 12. In response to the allegations contained in paragraph 11 of the Complaint, Mr.  
4 Urquhart states that the "Subsequent Agreement" speaks for itself. Furthermore, Mr. Urquhart  
5 states that he is without knowledge or information sufficient to form a belief as to the truth or  
6 falsity of the allegations in paragraph 11 that purport to apply to Abigail and/or third parties and,  
7 on that basis, denies them. Mr. Urquhart otherwise denies the remaining allegations contained  
8 in paragraph 11.

9 13. In response to the allegations contained in paragraph 12 of the Complaint, Mr.  
10 Urquhart states that the "Subsequent Agreement" speaks for itself. Mr. Urquhart otherwise  
11 denies the allegations contained in paragraph 12.

12 14. In response to the allegations contained in paragraph 13 of the Complaint, Mr.  
13 Urquhart states that the "Subsequent Agreement" speaks for itself. Furthermore, Mr. Urquhart  
14 states that he is without knowledge or information sufficient to form a belief as to the truth or  
15 falsity of the allegations in paragraph 13 that purport to apply to Abigail and/or third parties and,  
16 on that basis, denies them. Mr. Urquhart otherwise denies the remaining allegations contained  
17 in paragraph 13.

18 15. In response to the allegations contained in paragraph 14 of the Complaint, Mr.  
19 Urquhart states that the "Subsequent Agreement" and "Separate Agreements" speak for  
20 themselves. Furthermore, Mr. Urquhart states that he is without knowledge or information  
21 sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 14  
22 that purport to apply to Abigail and/or third parties and, on that basis, denies them. Mr.  
23 Urquhart otherwise denies the remaining allegations contained in paragraph 14.

24 16. In response to the allegations contained in paragraph 15 of the Complaint, Mr.  
25 Urquhart states that he is without knowledge or information sufficient to form a belief as to the

1 truth or falsity of the allegations contained in paragraph 15 that purport to apply to third parties  
2 and, on that basis, denies them. Mr. Urquhart otherwise denies the remaining allegations  
3 contained in paragraph 15.

4 17. In response to the allegations contained in paragraph 16 of the Complaint, Mr.  
5 Urquhart admits that he requested that the legend be removed from the stock certificates. Mr.  
6 Urquhart denies the remaining allegations contained in paragraph 16.

7 18. In response to the allegations contained in paragraph 17 of the Complaint, Mr.  
8 Urquhart states that the "demand" speaks for itself. Furthermore, Mr. Urquhart admits that on  
9 February 24, 2009, he was served with a demand to immediately transfer all stock certificates  
10 and other documentation representing ownership of the stock of Mainland Resources, Inc. to  
11 Abigail. Mr. Urquhart denies the remaining allegations contained in paragraph 17.

12 19. In response to the allegations contained in paragraph 18 of the Complaint, Mr.  
13 Urquhart admits that he has not transferred stock certificates or other documentation of  
14 ownership of shares of stock of Mainland Resources, Inc. to Abigail. Mr. Urquhart denies the  
15 remaining allegations contained in paragraph 18.

16 **CAUSE OF ACTION**

17 **(Request for Declaratory Relief)**

18 20. In response to the allegations contained in paragraph 19 of the Complaint, Mr.  
19 Urquhart incorporates by this reference each of its responses set forth above.

20 21. In response to the allegations contained in paragraph 20 of the Complaint, Mr.  
21 Urquhart states that he is without knowledge or information sufficient to form a belief as to the  
22 truth or falsity of the allegations in paragraph 20 that purport to apply to Abigail and, on that  
23 basis, denies them. Furthermore, Mr. Urquhart believes that paragraph 20 does not require a  
24 response because it asserts legal conclusions, rather than stating factual allegations. To the  
25 extent any response is required, Mr. Urquhart denies the allegations contained in paragraph 20.

1           22.     In response to the allegations contained in paragraph 21 of the Complaint, Mr.  
2 Urquhart states that he is without knowledge or information sufficient to form a belief as to the  
3 truth or falsity of the allegations in paragraph 21 that purport to apply to Abigail and, on that  
4 basis, denies them. Furthermore, Mr. Urquhart believes that paragraph 21 does not require a  
5 response because it asserts legal conclusions, rather than stating factual allegations. To the  
6 extent any response is required, Mr. Urquhart denies the allegations contained in paragraph 21.

7           23.     In response to the allegations contained in paragraph 22 of the Complaint, Mr.  
8 Urquhart states that he is without knowledge or information sufficient to form a belief as to the  
9 truth or falsity of the allegations in paragraph 22 that purport to apply to Abigail and, on that  
10 basis, denies them. Furthermore, Mr. Urquhart believes that paragraph 22 does not require a  
11 response because it asserts legal conclusions, rather than stating factual allegations. To the  
12 extent any response is required, Mr. Urquhart denies the allegations contained in paragraph 22.

13           24.     Mr. Urquhart believes that paragraph 23 of the Complaint does not require a  
14 response because it asserts legal conclusions, rather than stating factual allegations. To the  
15 extent any response is required, Mr. Urquhart denies the allegations contained in paragraph 23.

16           25.     In response to the allegations contained in paragraph 24 of the Complaint, Mr.  
17 Urquhart states that NRS 30.030 speaks for itself. Furthermore, Mr. Urquhart believes that  
18 paragraph 24 does not require a response because it asserts legal conclusions, rather than stating  
19 factual allegations. To the extent any response is required, Mr. Urquhart denies the allegations  
20 contained in paragraph 24.

21           26.     In response to the allegations contained in paragraph 25 of the Complaint, Mr.  
22 Urquhart states that NRS 30.030 speaks for itself. Furthermore, Mr. Urquhart believes that  
23 paragraph 25 does not require a response because it asserts legal conclusions, rather than stating  
24 factual allegations. To the extent any response is required, Mr. Urquhart denies the allegations  
25 contained in paragraph 25.

14           29.     With respect to the Prayer for Relief appearing after paragraph 27 of the  
15 Complaint, Mr. Urquhart denies that the Abigail is entitled to the relief sought in Abigail's  
16 "Prayer."

19 And now, having answered Abigail's Complaint, Mr. Urquhart sets forth his affirmative  
20 defenses as follows:

The Complaint fails to set forth facts sufficient to state a claim upon which relief may be granted against Mr. Urquhart and further fails to entitle Abigail to the relief sought, or to any other relief whatsoever from Mr. Urquhart.

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1                                   **SECOND AFFIRMATIVE DEFENSE**

2           Abigail's claims against Mr. Urquhart are barred, in whole or in part, by the doctrines of  
3 laches, waiver, and/or estoppel.

4                                   **THIRD AFFIRMATIVE DEFENSE**

5           If, as alleged, Mr. Urquhart failed to fulfill conditions precedent to the "Separate  
6 Agreements," which is specifically denied, then this failure was caused, in whole or in part, by  
7 the acts or omissions of others, whether individual, corporate, or otherwise, whether named or  
8 unnamed in the Complaint, for whose conduct Mr. Urquhart is not responsible.

9                                   **FOURTH AFFIRMATIVE DEFENSE**

10          If, as alleged, Mr. Urquhart failed to fulfill conditions precedent to the "Separate  
11 Agreements," which is specifically denied, then this failure was caused, in whole or in part, by  
12 independent, intervening, and/or superseding cause(s) for which Mr. Urquhart may not be held  
13 responsible.

14                                  **FIFTH AFFIRMATIVE DEFENSE**

15          Even if, as alleged, Mr. Urquhart failed to fulfill conditions precedent to the "Separate  
16 Agreements," which is specifically denied, Abigail's recovery is barred, in whole or in part, by  
17 Abigail's failure to mitigate any of its damages allegedly sustained.

18                                  **SIXTH AFFIRMATIVE DEFENSE**

19          If, as alleged, Mr. Urquhart failed to fulfill conditions precedent to the "Separate  
20 Agreements," which is specifically denied, then this failure was caused, in whole or in part, by  
21 the actions of Abigail.

22                                  **SEVENTH AFFIRMATIVE DEFENSE**

23          If, as alleged, Mr. Urquhart failed to fulfill conditions precedent to the "Separate  
24 Agreements," which is specifically denied, then this failure was caused, in whole or in part, by  
25



1 Abigail's own negligence, carelessness, poor business judgment, and/or such acts or omissions  
2 of its authorized agents.

3 **EIGHTH AFFIRMATIVE DEFENSE**

4 If, as alleged, Mr. Urquhart failed to fulfill conditions precedent to the "Separate  
5 Agreements," which is specifically denied, Abigail waived and/or ratified this alleged failure.

6 **NINTH AFFIRMATIVE DEFENSE**

7 Abigail's claims are barred by its own fraudulent conduct.

8 **TENTH AFFIRMATIVE DEFENSE**

9 Mr. Urquhart has been forced to retain the services of an attorney to defend this action,  
10 and Mr. Urquhart is entitled to reasonable attorney's fees and costs of suit incurred herein.

11 **ELEVENTH AFFIRMATIVE DEFENSE**

12 Mr. Urquhart reserves the right to assert any other defense that may become available or  
13 appear during the discovery proceedings or otherwise in this case.

14 **TWELFTH AFFIRMATIVE DEFENSE**

15 Mr. Urquhart has not yet completed a thorough investigation and study of all facts and  
16 circumstances of the subject matter of the Complaint, and accordingly, reserves the right to  
17 amend, modify, revise, or supplement his Answer, and to plead such further defenses and take  
18 such further actions as it deems proper and necessary in its defense upon the completion of said  
19 investigation and study.

20 WHEREFORE, Mr. Urquhart respectfully requests the Court to dismiss the Complaint  
21 with prejudice and grant such further relief as the Court deems proper.

22 ///

23 ///

24 ///

25 ///

1 **JURY DEMAND**

2 Pursuant to Federal Rule of Civil Procedure 38(b), Mr. Urquhart demands a jury trial of  
3 all issues so triable.  
4  
5

6 **COUNTER-CLAIMANTS DAVID URQUHART AND WESTHAMPTON, LTD.'S**

7 **AMENDED COUNTER-COMPLAINT AND JURY DEMAND**

8 Defendant/Counter-claimant David Urquhart ("Mr. Urquhart") and, pursuant to Federal  
9 Rule of Civil Procedure 13(h), Counter-Claimant Westhampton, Ltd. ("Westhampton"), by and  
10 through their undersigned counsel of record, bring the following amended counterclaims against  
11 Plaintiff/Counter-defendant Abigail Investments, LLC ("Abigail"), and, pursuant to Federal  
12 Rule of Civil Procedure 13(h), bring the following counterclaims against additional Counter-  
13 defendants Morgan Creek Energy Corporation ("Morgan Creek"), Mainland Resources, Inc.  
14 ("Mainland"), Brent Pierce ("Mr. Pierce"), Gino Cicci ("Mr. Cicci"), Vaughn Barbon ("Mr.  
15 Barbon"), Michael Newport ("Mr. Newport"), Robert Fedun ("Mr. Fedun"), Simeon King  
16 Horton ("Ms. King Horton"), Byron Coulthard ("Mr. Coulthard"), and Empire Stock Transfer,  
17 Inc. ("Empire") (collectively, with Abigail, referred to as "Counter-defendants"), and alleges as  
18 follows.

19 **PARTIES**

- 20 1. Mr. Urquhart is an individual residing in Calgary, Alberta, Canada.  
21 2. Westhampton is a Canadian entity with its principal place of business in Calgary,  
22 Alberta, Canada.  
23 3. Mr. Urquhart is the President and Chief Executive Officer of Westhampton.  
24 4. Mr. Urquhart and Westhampton are informed and believe that Abigail is a  
25 Nevada limited liability company.

1           5.     Mr. Urquhart and Westhampton are informed and believe that Morgan Creek is a  
2 Nevada corporation with its principal place of business in Dallas, Texas.

3           6.     Mr. Urquhart and Westhampton are informed and believe that Mainland is a  
4 Nevada corporation with its principal place of business in Houston, Texas.

5           7.     Mr. Urquhart and Westhampton are informed and believe that Mr. Pierce is a  
6 resident of Vancouver and/or West Vancouver, British Columbia, Canada.

7           8.     Mr. Urquhart and Westhampton are informed and believe that Mr. Cicci is a  
8 resident of Vancouver and/or West Vancouver, British Columbia, Canada.

9           9.     Mr. Urquhart and Westhampton are informed and believe that Mr. Barbon is a  
10 resident of Vancouver and/or White Rock, British Columbia, Canada.

11          10.    Mr. Urquhart and Westhampton are informed and believe that Mr. Newport is a  
12 resident of Cypress, Texas.

13          11.    Mr. Urquhart and Westhampton are informed and believe that Mr. Fedun is a  
14 resident of Las Vegas, Nevada.

15          12.    Mr. Urquhart and Westhampton are informed and believe that Ms. King Horton  
16 is a resident of Bossier City, Louisiana.

17          13.    Mr. Urquhart and Westhampton are informed and believe that Mr. Coulthard is a  
18 resident of Vancouver, British Columbia, Canada.

19          14.    Mr. Urquhart and Westhampton are informed and believe that Empire is a  
20 Nevada corporation with its principal place of business in Henderson, Nevada.

21          15.    The true names and capacities of the counter-defendants named herein as Does I-  
22 X, inclusive, are unknown to Mr. Urquhart and Westhampton, who therefore sue said counter-  
23 defendants by such fictitious names. Mr. Urquhart and Westhampton will amend this Counter-  
24 Complaint to allege the true names and capacities of said counter-defendants when ascertained.  
25 Mr. Urquhart and Westhampton are informed and believe and thereon allege that each of the

1 DOE counter-defendants is liable to Mr. Urquhart and/or Westhampton for the events alleged  
2 herein.

3 16. Mr. Urquhart and Westhampton are informed and believe that at all times  
4 relevant to this dispute, Counter-defendants, and each of them, were acting as an agent,  
5 employee, consultant, other representative, and/or alter ego of each of the Counter-defendants,  
6 within the course and scope of said agency, employment, consultancy, and/or representative  
7 capacity, and with full knowledge and consent of each of the other Counter-defendants. Each of  
8 the acts and/or omissions complained of herein was alleged and made known to, and ratified by,  
9 each of the other Counter-defendants.

#### 10 JURISDICTION AND VENUE

11 17. This Court has subject matter jurisdiction over Mr. Urquhart and Westhampton's  
12 counter-claims pursuant to 28 U.S.C. § 1367, because they arise out of the same transaction as  
13 Abigail's claims – namely, the purchase and sale of shares of stock of Mainland and related  
14 transactions.

15 18. This Court has personal jurisdiction over the Counter-defendants, because  
16 Abigail, Mainland, Morgan Creek, and Empire are Nevada limited liability companies and/or  
17 corporations. Mr. Fedun is a Nevada resident. Moreover, each of the individual counter-  
18 defendants are, as detailed more fully herein: (1) personally involved in the operation and  
19 management of Abigail, Mainland, and/or Morgan Creek; (2) an agent of Abigail, Mainland,  
20 and/or Morgan Creek; (3) an alter ego of Abigail, Mainland, and/or Morgan Creek; and/or (4)  
21 direct or indirect stockholders of Mainland and/or Morgan Creek who personally benefitted  
22 from Mainland's and Morgan Creek's actions and conduct as set forth herein.

23 19. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b), because the  
24 property that is the subject of this action is the stock of Nevada corporations in this judicial  
25 district.

**FACTUAL ALLEGATIONS**

20. Mr. Pierce is a stock promoter who has assisted several start-up companies in becoming public corporations.

21. Mr. Cicci and Mr. Barbon are Mr. Pierce's "right-hands."

22. In fact, Mr. Pierce, Mr. Cicci, and Mr. Barbon have a long history of acting as the non-publicly-disclosed alter egos of public corporations in the United States, including, but not limited to, Lexington Resources, Inc., f/k/a Intergold Corporation ("Lexington Resources"); Transax International Limited, f/k/a Vega-Atlantic Corporation ("Transax"); Goldstate Corporation ("Goldstate"); Petrogen Corporation, f/k/a Hadro Resources, Inc., f/k/a Hadrosaurus Resources, Inc. ("Petrogen"); Genemax Corporation, f/k/a Eduverse.com ("Genemax"); Uranium Energy Corporation ("Uranium Energy"); Geneva Resources, Inc., f/k/a Geneva Gold Corporation, f/k/a Revelstoke Industries, Inc. ("Geneva Resources"); and Uranium International Corporation, f/k/a Nu-Mex Uranium Corporation ("Uranium International") (collectively the "Public Companies").

23. Mr. Pierce, Mr. Cicci, and Mr. Barbon obtained control and influence over the management and business decisions of the Public Companies, and, therefore, become the alter egos of the Public Companies, by: (1) having individuals within Mr. Pierce, Mr. Cicci, and Mr. Barbon's influence and control appointed as officers and/or directors of the Public Companies; (2) by having private companies within Mr. Pierce, Mr. Cicci, and Mr. Barbon's influence and control retained to provide consulting, financial, and/or management services to the Public Companies; and/or (3) having individuals, trusts, and/or private companies within Mr. Pierce, Mr. Cicci, and Mr. Barbon's influence and control acquire shares of stock and/or stock options in the Public Companies – whether through purchase agreements, settlement of debts, or compensation for services rendered.

1           24.     After seizing direct and/or indirect ownership, control, and/or influence over the  
2 Public Companies, Mr. Pierce, Mr. Cicci, and Mr. Barbon engage in campaigns to publicize, and  
3 ultimately raise the price of, the stock of the Public Companies. Then, after inflating the stock  
4 price, Mr. Pierce, Mr. Cicci, and Mr. Barbon sell off their stock holdings in the Public  
5 Companies and walk away with millions of dollars in profits.

6           25.     However, due to past troubles with securities regulators and/or legal authorities,  
7 Mr. Pierce, Mr. Cicci, and Mr. Barbon have each learned to seize ownership, control, and/or  
8 influence over a corporation from behind the scenes.

9           26.     Specifically, in 1989, Mr. Pierce was a "control person" behind the Canadian  
10 entity Valet Video and Pizza Services, Ltd. ("Valet"), and his "nominee" served as the President  
11 and sole Director of Valet. Mr. Pierce and Valet assisted the publicly-traded Canadian company  
12 Bu-Max Gold Corporation ("Bu-Max") with the circulation of a prospectus for a securities  
13 offering for proceeds necessary for an exploration program.

14           27.     However, the British Columbia Securities Commission ("BCSC") ultimately  
15 determined that almost half of the proceeds from the Bu-Max securities offering were paid to  
16 Valet for purposes that benefited Mr. Pierce and his nominee at Valet, rather than Bu-Max.  
17 Therefore, in 1993, the BCSC fined Mr. Pierce \$15,000.00 and barred him for fifteen years from  
18 serving as an officer or director of any "reporting issuer" or serving as the officer or director for  
19 any "issuer" that provides management, administrative, promotional, or consulting services to a  
20 "reporting issuer."

21           28.     In 1995, the BCSC prohibited Mr. Cicci from participating in the British  
22 Columbia securities market for six months as a result of his involvement in DNI Holdings, Inc.  
23 and the company's dissemination of promotional materials that misrepresented the value and  
24 prospects of one of its mineral properties. The BCSC also prohibited Mr. Cicci from acting as  
25 an officer or director of any issuer for three years.

29. Mr. Urquhart and Westhampton are informed and believe that Mr. Barbon served two years in prison for allegedly embezzling \$2.2 million from his former employer, Montreal Trust.

30. Due to their troubles with BCSC-regulated corporations, Mr. Pierce, Mr. Cicci, and Mr. Barbon began concentrating their promoting activities across the border in the United States and were better at concealing their involvement with the public corporations.

**The Individuals, Private Companies, and Trusts Through Which Mr. Pierce, Mr. Cicci, and Mr. Barbon Obtain Ownership, Control, and/or Influence Over Public Corporations**

## Individuals

31. In the early 1990s, Mr. Pierce met Grant Atkins (“Mr. Atkins”), when Mr. Pierce hired Mr. Atkins to write a business plan for a company founded by Mr. Pierce. Since that time, Mr. Pierce and Mr. Atkins continued to work together promoting several public corporations, but Mr. Pierce’s activities occurred behind the scenes through the direction, control, and influence over Mr. Atkins.

32. Mr. Pierce also began working regularly with Marcus Johnson (“Mr. Johnson”), D. Bruce Horton (“Mr. Horton”), Stephen Jewett (“Mr. Jewett”), William Thomas (“Mr. Thomas”), Gary Powers (“Mr. Powers”), Norm MacKinnon (“Mr. MacKinnon”), Marek Kreczmer (“Mr. Kreczmer”), Richard Elliot Square (“Mr. Square”), Alexander Cox (“Mr. Cox”), Leonard Braumberger (“Mr. Braumberger”), and Robert Stevens (“Mr. Stevens”) (collectively, Mr. Atkins, “Controlled and Influenced Officers, Directors, Employees, Agents, and/or Consultants”) in promoting several of the Public Companies – but again, Mr. Pierce’s activities occurred behind the scenes through the direction, control, and influence over these individuals.

33. The Controlled and Influenced Officers, Directors, Employees, Agents, and/or Consultants each gained positions as officers, directors, employees, agents, and/or consultants



1 with one or more of the Public Companies, and, in these positions, the Controlled and  
 2 Influenced Officers, Directors, Employees, Agents, and/or Consultants permitted Mr. Pierce,  
 3 Mr. Cicci, and Mr. Barbon to direct, control, and/or influence the Public Companies.

4 34. Like Mr. Pierce, Mr. Cicci, and Mr. Barbon, Mr. Jewett has also had past troubles  
 5 in British Columbia which have forced him to seek involvement with United States public  
 6 corporations. Specifically, Mr. Urquhart and Westhampton are informed and believe that Mr.  
 7 Jewett was barred by the British Columbia Institute of Chartered Accountants from auditing any  
 8 public company after he committed errors in the audit of a Vancouver public company.

9 35. However, Mr. Jewett's past has not stopped him from earning appointments as an  
 10 officer and/or director for several of the Public Companies influenced and controlled by Mr.  
 11 Pierce, Mr. Cicci, and Mr. Barbon.

#### 12 Private Consulting Companies

13 36. Mr. Pierce, Mr. Cicci, and Mr. Barbon also gained control and influence over the  
 14 Public Companies by utilizing several private consulting companies – consulting companies  
 15 within Mr. Pierce, Mr. Cicci, and/or Mr. Barbon's ownership, direction, influence, and/or  
 16 control – that could enter into consulting contracts with the Public Companies, agreeing to  
 17 provide the Public Companies with a variety of consulting, financial, management, and  
 18 administrative services.

19 37. In fact, in or around June 2010, in an Order to institute cease and desist  
 20 proceedings, the Securities and Exchange Commission ("SEC") alleged that in order to conceal  
 21 his activities and avoid having to be identified in the SEC filings of entities like the Public  
 22 Companies, Mr. Pierce uses various private consulting companies – companies within his  
 23 control – to provide stock-promotion and capital-raising services to entities like the Public  
 24 Companies.  
 25

38. The private consulting companies include, but are not limited to, Investor Communications International, Inc. ("ICI"), International Market Trend AG and/or International Market Trend, Inc. ("IMT"), Tristar Financial Services, Inc. ("Tristar"), Amerocan Marketing, Inc. ("Amerocan"), Parc Place Investments AG ("Parc Place") (collectively, "Controlled and Influenced Corporate Consultants").

ICI

39. In June 2009, the SEC determined that, during the relevant times of this dispute, Mr. Pierce is and/or was the President, Director, and/or consultant of ICI, and that he was the “driving force” behind ICI. In fact, during the relevant times of this dispute, Mr. Pierce has identified himself, varyingly, as the President, sole shareholder, and/or contractor of ICI in several contracts he executed on behalf of ICI and in documents he has filed with the SEC.

40. Based on information in a May 2001 SEC filing, Mr. Cicci is and/or was, during the relevant times of this dispute, an employee, agent, consultant, and/or contractor of ICI.

41. In June 2009, the SEC determined that, during the relevant times of this dispute, Mr. Barbon is and/or was a consultant of ICI, and that ICI paid his salary for the services he provided to some and/or all of the Public Companies contracting with ICI.

42. In June 2009, the SEC determined that, during the relevant times of this dispute, Mr. Atkins is and/or was a consultant of ICI, and that ICI paid his salary for the services he provided to some and/or all of the Public Companies contracting with ICI.

43. In June 2009, the SEC determined that, during the relevant time of this dispute, Mr. Johnson is and/or was a consultant of ICI, but Mr. Johnson identified himself as the President, Secretary, Treasurer, and sole Director of ICI in several contracts he executed on behalf of ICI and in documents he filed with the SEC. Mr. Johnson is and/or was also the beneficial owner of 45 percent of the stock of ICI.

1           44.     Based on information in a May 2000 SEC filing, Mr. Powers is and/or was,  
2 during the relevant times of this dispute, an employee, agent, consultant, and/or contractor of  
3 ICI.

4           45.     In June 2009, the SEC determined that, during the relevant times of this dispute,  
5 Mr. Square is and/or was a consultant of ICI.

6           46.     In or around June 2009, the SEC determined that, during the relevant times of  
7 this dispute, Mr. Braumberger is and/or was a consultant of ICI.

8           47.     In or around June 2009, the SEC determined that, during the relevant times of  
9 this dispute, Mr. Cox is and/or was a consultant of ICI.

10          48.     During the relevant times of this dispute, the Ocean Sea & Empire Trust is and/or  
11 was the beneficial owner of 24 percent of the stock of ICI.

12          49.     Based on SEC documents filed in or around 2002, Nessa Financial Corporation  
13 (“Nessa Financial”) was, during the relevant times of this dispute, the sole shareholder of ICI –  
14 likely, before Mr. Johnson and the Ocean Sea & Empire Trust became shareholders.

15          50.     In or around 2005, the Internal Revenue Service (“IRS”) issued a subpoena to  
16 Bank of America (the “2005 IRS Subpoena”) during its investigation of the tax liability of ICI,  
17 seeking the records of over 41 companies and trusts believed to be related to ICI and/or Mr.  
18 Pierce, and the Ocean Sea & Empire Trust was one of the trusts whose records were  
19 subpoenaed.

20          51.     During the relevant times of this dispute, ICI’s office is and/or was located at 435  
21 Martin Street, Suite 2000, Blaine, Washington 98230.

22                                 IMT

23          52.     In June 2009, the SEC determined that, during the relevant times of this dispute,  
24 Mr. Pierce is and/or was an officer and director of IMT, and that he had been instrumental in the  
25

1 formation of IMT. Based on a November 2004 SEC filing, Mr. Pierce is and/or was, during the  
2 relevant times of this dispute, also a consultant of IMT.

3 53. In June 2009, the SEC also determined that, during the relevant times of this  
4 dispute, Mr. Pierce negotiated with consultants on behalf of IMT and entered into oral contracts  
5 with these consultants for the services they would provide to IMT's clients. Moreover, when  
6 IMT's consultants submitted invoices to IMT for payment, the SEC determined that Mr. Pierce  
7 would review and approve the invoices for payment.

8 54. The 2005 IRS Subpoena sought the records of IMT as one of the entities the IRS  
9 believed was related to ICI and/or Mr. Pierce.

10 55. During the relevant times of this dispute, Mr. Square is and/or was an officer,  
11 director, employee, agent, and/or consultant of IMT.

12 56. During the relevant times of this dispute, Mr. Braumberger is and/or was a  
13 consultant of IMT.

14 57. During the relevant times of this dispute, Mr. Cox is and/or was a consultant of  
15 IMT.

16 58. During the relevant times of this dispute, Mr. Stevens is and/or was a consultant  
17 of IMT.

18 59. During the relevant times of this dispute, the office of IMT and/or IMT's affiliate,  
19 International Market Trend, Inc., is and/or was located in the same office as ICI – at 435 Martin  
20 Street, Suite 2000, Blaine, Washington 98230.

21 Tristar

22 60. Based on a September 2000 SEC filing, Mr. Pierce is and/or was, during the  
23 relevant times of this dispute, a consultant for Tristar.  
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1           61.     Based on a September 2000 SEC filing, as well as his biography included in  
2 numerous other SEC filings, Mr. Atkins is and/or was, during the relevant times of this dispute,  
3 a consultant for Tristar.

4           62.     During the relevant times of this dispute, Mr. Johnson identified himself as the  
5 President, Secretary, and sole Director of Tristar in several contracts he executed on behalf of  
6 Tristar and/or in documents he filed with the SEC.

7           63.     During the relevant times of this dispute, Colonial Financial Group, Inc.  
8 (“Colonial Financial”) is and/or was the sole shareholder of Tristar.

9           64.     The 2005 IRS Subpoena sought the records of Colonial Financial as one of the  
10 entities the IRS believed was related to ICI and/or Mr. Pierce.

11           65.     During the relevant times of this dispute, Robert Bandfield (“Mr. R. Bandfield”)  
12 is and/or was the President of Colonial Financial.

13           66.     During the relevant times of this dispute, Tristar’s office is and/or was located in  
14 the same office as ICI and IMT – at 435 Martin Street, Suite 2000, Blaine, Washington 98230.

15                               Amerocan

16           67.     During the relevant times of this dispute, Mr. Atkins is and/or was employed by  
17 Amerocan, and according to the SEC filings of one or more of the Public Companies, Amerocan  
18 paid Mr. Atkins’ salary for the services he provided to one or more of the Public Companies that  
19 contracted with Amerocan.

20           68.     During the relevant times of this dispute, Mr. Johnson identified himself as the  
21 President, Secretary, and Director of Amerocan in several contracts he executed on behalf of  
22 Amerocan and/or in documents he filed with the SEC.

23           69.     During the relevant times of this dispute, Colonial Financial is and/or was the  
24 sole shareholder of Amerocan.



1           76. During the relevant times of this dispute, the Controlled and Influenced Officers,  
2 Directors, Employees, Agents, and/or Consultants also each owned stock and/or stock options in  
3 one or more of the Public Companies, and Mr. Urquhart and Westhampton are informed and  
4 believe that Mr. Pierce, Mr. Cicci, and/or Mr. Barbon had influence and/or control over the  
5 dispositive and voting power of these shares. Therefore, the stock holdings of the Controlled  
6 and Influenced Officers, Directors, Employees, Agents, and/or Consultants should be included  
7 in Mr. Pierce, Mr. Cicci, and/or Mr. Barbon's total direct and/or indirect beneficial ownership of  
8 the Public Companies.

9           77. During the relevant times of this dispute, the Controlled and Influenced  
10 Corporate Consultants also each owned stock and/or stock options in one or more of the Public  
11 Companies, and Mr. Urquhart and Westhampton are informed and believe that Mr. Pierce, Mr.  
12 Cicci, and/or Mr. Barbon had influence and/or control over the dispositive and voting power of  
13 these shares. Therefore, the stock holdings of the Controlled and Influenced Corporate  
14 Consultants should be included in Mr. Pierce, Mr. Cicci, and/or Mr. Barbon's total direct and/or  
15 indirect beneficial ownership of the Public Companies.

16           78. During the relevant times of this dispute, several private companies – many of  
17 which were organized in Belize, Turks & Caicos, Antigua, and other countries outside the  
18 United States – also owned stock and/or stock options in one or more of the Public Companies,  
19 and Mr. Urquhart and Westhampton are informed and believe that Mr. Pierce, Mr. Cicci, and/or  
20 Mr. Barbon had influence and/or control over the dispositive and voting powers of these shares.  
21 Therefore, the stock holdings of these companies should be included in Mr. Pierce, Mr. Cicci,  
22 and/or Mr. Barbon's total direct and/or indirect beneficial ownership of the Public Companies.

23           79. These private companies include, but are not limited to, Newport Capital  
24 Corporation ("Newport Capital"), Spartan Asset Group ("Spartan Asset"), Pacific Rim  
25 Financial, Inc. ("Pacific Rim"), Rising Sun Capital Corporation ("Rising Sun"), Eastern Capital



1 Corporation ("Eastern Capital"), Calista Capital Corporation ("Calista Capital"), Phoenix Asset  
 2 Corporation ("Phoenix Asset"), Verona Capital International ("Verona Capital"), Longfellow  
 3 Industries (B.C.) Ltd. ("Longfellow Industries"), Orient Explorations, Ltd. ("Orient  
 4 Explorations"), Eiger Properties, Inc. ("Eiger Properties"), Eiger East Finance, Ltd. ("Eiger  
 5 East"), Fairmont East Finance, Ltd. ("Fairmont"), and Clip Foundation ("Clip") (collectively,  
 6 "Controlled and Influenced Stockholders").

7 Newport Capital

8 80. In or around June 2009, the SEC determined that, during the relevant times of  
 9 this dispute, Mr. Pierce is and/or was the President, Director, and beneficial owner of Newport  
 10 Capital. The SEC also determined that Mr. Pierce had worked for Newport Capital for more  
 11 than 7 years, and that he had received a salary of \$800,000.00 to \$900,000.00 from Newport  
 12 Capital in 2005.

13 81. In or around June 2010, the SEC alleged, in an Order to institute new cease and  
 14 desist proceedings against Mr. Pierce, that Mr. Pierce has served as President and Director of  
 15 Newport Capital since 2000.

16 82. During the relevant times of this dispute, Mr. Pierce has also varyingly identified  
 17 himself as the President, Secretary, Director, and shareholder of Newport Capital in several  
 18 contracts he executed on behalf of Newport Capital and/or in documents he has filed with the  
 19 SEC.

20 83. In or around June 2009, the SEC determined that, during the relevant times of  
 21 this dispute, Mr. Atkins is and/or was a consultant for Newport Capital, and that Mr. Pierce  
 22 controlled Mr. Atkins' assignments for Newport Capital.

23 84. The SEC also determined that, during the relevant times of this dispute, Newport  
 24 Capital made several loans to Mr. Atkins.



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Pacific Rim

94. SEC filings between 2000 and 2003 varyingly indicate that, during the relevant times of this dispute, either Mr. Square or Mr. R. Bandfield was the President, Secretary, and Director of Pacific Rim.

95. SEC filings between 2000 and 2003 also varyingly indicate that, during the relevant times of this dispute, either the Four Winds Trust or Nessa Financial was the sole shareholder of Pacific Rim.

96. The 2005 IRS Subpoena sought the records of Pacific Rim as one of the entities the IRS believed was related to ICI and/or Mr. Pierce.

Rising Sun

97. In or around 2000, the Four Winds Trust was the sole shareholder of Rising Sun.

98. In or around 2002, and during the relevant times of this dispute, the Hornback Trust was the sole shareholder of Rising Sun.

99. The 2005 IRS Subpoena sought the records of the Hornback Trust as one of the trusts the IRS believed was related to ICI and/or Mr. Pierce.

100. The 2005 IRS Subpoena also sought the records of Rising Sun as one of the entities the IRS believed was related to ICI and/or Mr. Pierce.

Eastern Capital

101. During the relevant times of this dispute, the Emerald Trust is and/or was the sole shareholder of Eastern Capital.

102. During the relevant times of this dispute, Mr. Jewett is and/or was the trustee of the Emerald Trust.

103. The 2005 IRS Subpoena also sought the records of Eastern Capital as one of the entities the IRS believed was related to ICI and/or Mr. Pierce.

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Calista Capital

104. During the relevant times of this dispute, the Ocean Sea & Empire Trust is and/or was the sole shareholder of Calista Capital.

105. The 2005 IRS Subpoena also sought the records of Calista Capital as one of the entities the IRS believed was related to ICI and/or Mr. Pierce.

Phoenix Asset

106. Fitzroy Holdings, Ltd. is and/or was the sole Director of Phoenix Asset, and Mr. Dempsey is the signatory for Fitzroy Holdings, Ltd.

107. The 2005 IRS Subpoena also sought the records of Phoenix Asset as one of the entities the IRS believed was related to ICI and/or Mr. Pierce.

Longfellow Industries

108. During the relevant times of this dispute, Mr. Cox is and/or was the beneficial owner of some and/or all of the stock owned by Longfellow Industries

109. During the relevant times of this dispute, Mr. Cox's wife, Irene Cox, is and/or was the sole shareholder of Longfellow Industries.

110. During the relevant times of this dispute, Mr. Cox's children, Catherine Lambert and William Cox, are and/or were two of the directors of Longfellow Industries.

Orient Explorations

111. During the relevant times of this dispute, Cockburn Directors is and/or was the sole Director of Orient Explorations, and Barry Dempsey possesses and/or possessed sole and exclusive voting and dispositive rights over Orient Explorations' stock holdings.

112. The 2005 IRS Subpoena also sought the records of Orient Explorations as one of the entities the IRS believed was related to ICI and/or Mr. Pierce.

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Eiger Properties

113. During the relevant times of this dispute, Brent Bandfield ("Mr. B. Bandfield") is and/or was the President, Secretary, and sole Director of Eiger Properties.

114. During the relevant times of this dispute, Golden West Investments, Ltd. ("Golden West") is and/or was the sole shareholder of Eiger Properties.

115. During the relevant times of this dispute, Rising Sun is and/or was the sole shareholder of Golden West.

116. During the relevant times of this dispute, Mr. Dempsey or Cockburn Directors is and/or was the sole Director of Golden West.

117. During the relevant times of this dispute, Mr. B. Bandfield is the President of Golden West.

118. The 2005 IRS Subpoena also sought the records of Golden West as one of the entities the IRS believed was related to ICI and/or Mr. Pierce.

Verona Capital, Eiger East, Fairmont, and Clip

119. During the relevant times of this dispute, Mr. Mast is and/or was the sole officer and director of Verona Capital.

120. During the relevant times of this dispute, Mr. Mast has and/or had dispositive and voting power over the stock holdings of Eiger East.

121. During the relevant times of this dispute, Mr. Mast also has and/or had dispositive and voting power over the stock holdings of Fairmont.

122. During the relevant times of this dispute, the Hornback Trust is and/or was the sole shareholder of Clip.<sup>1</sup>

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<sup>1</sup> A chart graphically summarizing the process by which Mr. Pierce, Mr. Cicci, and/or Mr. Barbon gained ownership, control, and/or influence over the Public Companies, while also concealing their direct involvement with the Public Companies, by utilizing the Controlled and Influenced Officers, Directors, Employees, Agents, and/or Consultants, the Controlled and Influenced Corporate Consultants, and the Controlled and Influenced Stockholders, as set forth in ¶¶ 20-122, 438-474, *supra*, is attached as Exhibit A.

**Mr. Pierce, Mr. Cicci, and Mr. Barbon's Ownership, Control,  
and/or Influence Over the Public Companies**

Lexington Resources

123. One of the Public Companies Mr. Pierce worked to promote in the 1990s and 2000s was Lexington Resources.

124. Lexington Resources (and/or its predecessor) was incorporated in Nevada, in or around July 1996, and, shortly thereafter, Mr. Pierce began asserting his direct and/or indirect ownership, control, and/or influence over the new company.

Officers, Directors, Employees, Agents, and/or Consultants

125. Mr. Atkins was appointed as the Secretary, Treasurer, and Director of Lexington Resources in or around September 1998, and he was appointed as President and Chief Executive Officer in or around 2002. Mr. Atkins served as Secretary and Treasurer until in or around November 2003, and he continues to serve as President, Chief Executive Officer, and Director of Lexington Resources today.

126. During the relevant times of this dispute, Mr. Atkins also served as the Secretary, Treasurer, and Director of Lexington Resources' wholly-owned subsidiary International Gold Corporation.

127. In or around June 2009, the SEC determined that, during the relevant times of this dispute, Mr. Atkins regularly consulted with Mr. Pierce as to the management of Lexington Resources.

128. Moreover, in June 2009, the SEC determined that the relationship between Mr. Pierce and Mr. Atkins, in and of itself, was sufficient to find that Mr. Pierce controlled the management and business decisions of Lexington Resources.

129. Mr. Cicci was appointed as a Director of Lexington Resources in or around June 2006, and he served in this position until in or around May 2007.

130. Mr. Barbon was appointed as Chief Financial Officer and Treasurer of Lexington Resources in or around 2003, and he served in these positions until in or around January 2007. During the relevant times of this dispute, Mr. Barbon also served as President and/or manager of Lexington Resources' wholly-owned subsidiary Lexington Oil and Gas, Ltd.

131. Mr. Jewett was appointed as a Director and a member of the audit committee of Lexington Resources in or around April 2004, and he served in these positions until in or around February 2008.

132. Mr. Powers was appointed as President and Director of Lexington Resources in or around September 1998, and he served in these positions until in or around early 2002, when Mr. Atkins was appointed as President. He also served as President, Secretary, Treasurer, and Director of Lexington Resources' wholly-owned subsidiary International Gold Corporation from in or around 1998 or 1999 until in or around 2002 or 2003, when Mr. Atkins was appointed to these positions.

133. Mr. MacKinnon was appointed as a Director and the Chair of the audit committee of Lexington Resources in or around April 2004, and he served in these positions until in or around July 2007. Mr. MacKinnon was also appointed as the Chief Financial Officer, Treasurer, and Secretary of Lexington Resources in or around January 2007, and he served in these positions until in or around July 2007.

### Private Consultants

134. In addition to the involvement of the Controlled and Influenced Officers, Directors, Employees, Agents, and/or Consultants in Lexington Resources, the Controlled and Influenced Corporate Consultants also contracted with Lexington Resources during the relevant times of this dispute.

135. In or around January 1999, Lexington Resources' wholly-owned subsidiary International Gold Corporation, entered into a two-year consulting services and management



1 agreement with Amerocan, which was renewed in or around January 2001, before being  
2 permitted to expire in or around January 2003.

3 136. In or around January 1999, Lexington Resources entered into a two-year  
4 consulting services and management agreement with ICI, which was renewed in or around  
5 January 2001, and was then extended on a month-to-month basis from in or around January  
6 2003 until in or around March 2004.

7 137. Lexington Resources paid ICI up to \$75,000.00 per month for the services  
8 provided by ICI pursuant to the above-referenced consulting agreement.

9 138. In or around November 2003, Lexington Resources entered into a one-year  
10 financial consulting services agreement with IMT, which was renewed annually until in or  
11 around 2007.

12 139. Mr. Square executed the above-referenced contract on behalf of IMT.

13 140. IMT also served as Lexington Resources' investor relations contact for  
14 Europeans, as designated in a Lexington Resources' press release in or around November 2004.

15 141. In or around November 2003, Lexington Resources entered into a financial  
16 consulting services agreement with Parc Place, pursuant to which Parc Place was required to  
17 obtain European investors for Lexington Resources. For these services, Parc Place was entitled  
18 to a finder's fee of 20-percent of the private placement capital Parc Place raised from the  
19 European investors, with the fee to be paid partly in cash and partly in stock in Lexington  
20 Resources.

21 142. In or around June 2009, the SEC determined that Mr. Pierce represented Parc  
22 Place in its dealings with Lexington Resources for the above-referenced capital-raising services.

23 Shareholders

24 143. In addition to the involvement of the Controlled and Influenced Officers,  
25 Directors, Employees, Agents, and/or Consultants and the Controlled and Influenced Corporate

1 Consultants in Lexington Resources, many of the Controlled and Influenced Stockholders  
2 owned Lexington Resources' stock and/or stock options during the relevant times of this  
3 dispute.

4 *ICI*

5 144. Between 1997 and 2003, ICI made numerous loans and/or advances of funds to  
6 Lexington Resources. Subsequently, between 2000 and 2004, Lexington Resources settled these  
7 debts by issuing millions of shares of stock in Lexington Resources to ICI and/or ICI's  
8 designates and/or assignees.

9 145. Specifically, ICI assigned portions of the debts owed by Lexington Resources to  
10 various designates like IMT, Mr. Pierce, and others. Lexington Resources then satisfied these  
11 debts in one of three ways: (1) issuing shares of stock in Lexington Resources to ICI's  
12 assignees; (2) issuing options in Lexington Resources stock to ICI's assignees; or (3) permitting  
13 the assignee to exercise its options in exchange for Lexington Resources stock in an amount  
14 equal to the value of the debt.

15 146. In addition to receiving stock in exchange for loans, Lexington Resources also  
16 sold approximately 1,000,000 shares of stock in Goldstate (another public company which Mr.  
17 Pierce, Mr. Cicci, and/or Mr. Barbon direct, influence, and/or control, as detailed *infra* at ¶¶  
18 273-300) to ICI in or around February 2000, for approximately \$150,000.00 – a 114-percent  
19 premium on the market value of these securities.

20 147. During the relevant times of this dispute, ICI publicly disclosed that it was a  
21 beneficial owner of approximately 8-percent to 12-percent of the stock and/or options of  
22 Lexington Resources.

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*IMT*

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2 148. In or around November 2003, Lexington Resources granted IMT and/or IMT's  
3 designates over 2.8 million options in Lexington Resources' stock under Lexington Resources'  
4 stock option plan.

5 149. IMT and/or IMT's non-publicly-disclosed consultants and designates were also  
6 assignees of portions of the debts that Lexington Resources owed to ICI.

7 150. Specifically, between 2003 and 2004, Lexington Resources satisfied  
8 approximately \$1,000,000.00 in debt owed to ICI – debt that ICI had assigned to IMT and/or  
9 IMT's consultants and designates – by permitting IMT and/or IMT's consultants and designates  
10 to exercise their options in Lexington Resources stock in an amount equal to the value of the  
11 assigned debts.

12 151. During the relevant times of this dispute, IMT publicly disclosed that it was a  
13 beneficial owner of at least a 21 percent of the stock and/or options of Lexington Resources.

*Mr. Pierce*

14  
15 152. In or around January 1999, Mr. Pierce was granted over 1.3 million options in  
16 Lexington Resources' stock in exchange for non-publicly-disclosed services that he provided for  
17 non-publicly-disclosed purposes as a "significant" consultant to Lexington Resources.

18 153. Between 2001 and 2003, Mr. Pierce personally made numerous loans and/or  
19 advances of funds to Lexington Resources.

20 154. Mr. Pierce was not only one of the assignees of the debts owed by Lexington  
21 Resources to ICI, but he was also one of the designates of IMT who received options in  
22 Lexington Resources' stock under Lexington Resources' stock option plan.

23 155. In or around November 2003, Lexington Resources satisfied approximately  
24 \$175,000.00 in debt that it owed to ICI – debt that ICI had assigned to Mr. Pierce – for the  
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1 exercise price of approximately 350,000 options in Lexington Resources' stock that IMT had  
2 assigned to Mr. Pierce.

3 156. In or around June 2009, the SEC determined that, during the relevant times of  
4 this dispute, Newport Capital had provided Mr. Pierce with a revolving line of credit which he  
5 used to pay the exercise price for some of his options in Lexington Resources' stock, and Mr.  
6 Pierce then paid down this loan by transferring shares of his Lexington Resources' stock to  
7 Newport Capital.

8 157. During the relevant times of this dispute, Mr. Pierce publicly disclosed he was a  
9 beneficial owner of approximately 7 percent to 9 percent of the stock and/or options of  
10 Lexington Resources; however, in or around June 2009, the SEC determined that Mr. Pierce  
11 owned nearly 24 percent of Lexington Resources as of February 2004.

12 *Grant Atkins*

13 158. Between 2001 and 2003, Mr. Atkins made numerous loans and/or advances of  
14 funds to Lexington Resources.

15 159. As an officer and director of Lexington Resources, Mr. Atkins also received  
16 options in Lexington Resources' stock pursuant to the company's stock option plan.

17 160. During the relevant times of this dispute, Mr. Atkins publicly disclosed that he  
18 was a beneficial owner of less than 1 percent of the stock and/or options of Lexington  
19 Resources.

20 *Amerocan*

21 161. Between 1997 and 2002, Amerocan made numerous loans and/or advances of  
22 funds to Lexington Resources.

23 162. In or around March 2000, Lexington Resources' wholly-owned subsidiary,  
24 International Gold Corporation, settled a debt owed to Amerocan by issuing millions of shares  
25 of stock in Lexington Resources to Amerocan.



171. In or around March 2000, Lexington Resources granted Mr. Cox over 8.8 million shares of stock in Lexington Resources in settlement of a debt that Lexington Resources owed to Mr. Cox in an amount totaling over \$265,000.00.

172. During the relevant times of this dispute, ICI assigned to Mr. Cox a \$50,000.0 debt that Lexington Resources owed to ICI.

173. During the relevant times of this dispute, Mr. Cox was also one of the designates of IMT who received options in Lexington Resources' stock under Lexington Resources' stock option plan.

174. In or around January 2004, Lexington Resources exchanged the \$50,000.00 debt assigned to Mr. Cox by ICI for the exercise price of approximately 100,000 options in Lexington Resources' stock that IMT had assigned to Mr. Cox.

175. During the relevant times of this dispute, Mr. Cox publicly disclosed that he was a beneficial owner of approximately 6 percent to 25 percent of the stock and/or options of Lexington Resources.

*Mr. Square*

176. In or around June 2009, the SEC determined that, during the relevant times of this dispute, when Mr. Square provided non-publicly-disclosed services to Lexington Resources in his capacity as a consultant for ICI, he reported to Mr. Pierce, not Mr. Atkins.

177. During the relevant times of this dispute, ICI assigned to Mr. Square a debt that Lexington Resources owed to ICI in an amount totaling over \$800,000.00.

178. During the relevant times of this dispute, Mr. Square was also one of the designates of IMT who received options in Lexington Resources' stock under Lexington Resources' stock option plan.

179. Between in or around January 2004 and in or around May 2004, Lexington Resources exchanged over \$800,000.00 in debt assigned to Mr. Square by ICI for the exercise

1 price of nearly 1.1 million options in Lexington Resources' stock that IMT had assigned to Mr.  
2 Square.

3 180. During the relevant times of this dispute, Mr. Square subsequently assigned some  
4 of his Lexington Resources' stock and/or options to Eiger East and Jenirob.

5 181. During the relevant times of this dispute, Mr. Square's percentage of beneficial  
6 ownership in Lexington Resources' stock and/or options was not made readily-available to the  
7 public.

8 *Mr. Stevens*

9 182. In or around June 2009, the SEC determined that, during the relevant times of  
10 this dispute, Mr. Stevens was the head of Global Securities Transfer, Inc., a/k/a X-Clearing  
11 Group, a transfer agent used by Lexington Resources. The SEC further determined that, during  
12 the relevant times of this dispute, when Lexington Resources failed to pay the transfer agent for  
13 its services in a timely manner, Mr. Pierce was the person that Mr. Stevens would ask to rectify  
14 the problem.

15 183. During the relevant times of this dispute, ICI assigned to Mr. Stevens a debt that  
16 Lexington Resources owed to ICI in an amount totaling \$12,500.00.

17 184. During the relevant times of this dispute, Mr. Stevens was also one of the  
18 designates of IMT who received options in Lexington Resources' stock under Lexington  
19 Resources' stock option plan.

20 185. Between in or around November 2003, Lexington Resources exchanged  
21 \$12,500.00 in debt assigned to Mr. Stevens by ICI for the exercise price of 25,000 options in  
22 Lexington Resources' stock that IMT had assigned to Mr. Stevens.

23 186. During the relevant times of this dispute, Mr. Stevens' percentage of beneficial  
24 ownership in the stock and/or options of Lexington Resources was not made readily available to  
25 the public.



***Mr. Braumberger***

187. During the relevant times of this dispute, ICI assigned to Mr. Braumberger a debt that Lexington Resources owed to ICI in an amount totaling \$12,500.00.

188. During the relevant times of this dispute, Mr. Braumberger was also one of the designates of IMT who received options in Lexington Resources' stock under Lexington Resources' stock option plan.

189. In or around November 2003, Lexington Resources exchanged the \$12,500.00 debt assigned to Mr. Braumberger by ICI for the exercise price of approximately 25,000 options in Lexington Resources' stock that IMT had assigned to Mr. Braumberger.

190. During the relevant times of this dispute, Mr. Braumberger's percentage of beneficial ownership in Lexington Resources' stock and/or options was not made readily available to the public.

***Additional Shareholders***

191. During the relevant times of this dispute, Mr. Barbon publicly disclosed that he was the beneficial owner of less than 1 percent of the stock and/or options of Lexington Resources.

192. In or around January 1999, Mr. Johnson was granted approximately 400,000 options in Lexington Resources' stock in exchange for non-publicly-disclosed services that he provided for non-publicly-disclosed purposes to Lexington Resources. However, during the relevant times of this dispute, Mr. Johnson's percentage of beneficial ownership in Lexington Resources' stock and/or options was not made readily available to the public.

193. During the relevant times of this dispute, ICI assigned Mr. Jewett portions of the debts that Lexington Resources owed to ICI, and Mr. Jewett was permitted to use the assigned debts to satisfy the exercise price of options he owned in Lexington Resources' stock. Mr.

1 Jewett publicly disclosed that he was the beneficial owner of less than 1 percent of the stock  
2 and/or options of Lexington Resources.

3 194. During the relevant times of this dispute, Mr. Powers and his spouse owned stock  
4 and/or options in Lexington Resources, and he publicly disclosed that he was the beneficial  
5 owner of less than 1 percent of the stock and/or options of Lexington Resources.

6 195. During the relevant times of this dispute, ICI assigned Mr. MacKinnon portions  
7 of the debts that Lexington Resources owed to ICI, and Mr. MacKinnon was permitted to use  
8 the assigned debts to satisfy the exercise price of options he owned in Lexington Resources'  
9 stock. Mr. MacKinnon publicly disclosed that he was the beneficial owner of less than 1 percent  
10 of the stock and/or options of Lexington Resources.

11 196. During the relevant times of this dispute, Mr. Mast personally owned shares of  
12 Lexington Resources' stock, but his percentage of beneficial ownership in the company was not  
13 made readily available to the public.

14 197. In or around February 2003, Lexington Resources issued stock to Parc Place in  
15 satisfaction of a debt that Lexington Resources owed to Parc Place. Parc Place publicly  
16 disclosed that it was the beneficial owner of less than 1 percent of the stock and/or options of  
17 Lexington Resources.

18 198. During the relevant times of this dispute, Orient Explorations owned millions of  
19 shares of stock in Lexington Resources, and Orient Explorations publicly disclosed that it was  
20 the beneficial owner of 15 percent to 63 percent of the stock and/or options of Lexington  
21 Resources.

22 199. During the relevant times of this dispute, Phoenix Asset publicly disclosed that it  
23 was the beneficial owner of over 7 percent of the stock and/or options of Lexington Resources.  
24  
25

1           200. During the relevant times of this dispute, Longfellow Industries publicly  
2 disclosed that it was the beneficial owner of 17 percent to 18 percent of the stock and/or options  
3 of Lexington Resources.

4           201. During the relevant times of this dispute, Eastern Capital owned over 2 million  
5 shares of stock in Lexington Resources, and Eastern Capital publicly disclosed that it was the  
6 beneficial owner of less than 1 percent of the stock and/or options of Lexington Resources.

7           202. During the relevant times of this dispute, Verona Capital publicly disclosed that it  
8 was the beneficial owner of over 3 percent of the stock and/or options of Lexington Resources.

9           203. During the relevant times of this dispute, Eiger East received shares of stock in  
10 Lexington Resources as a finder's fee related to a Lexington Resources' stock offering, and  
11 Eiger East publicly disclosed that it was the beneficial owner of less than 1 percent of the stock  
12 and/or options of Lexington Resources.

13           204. During the relevant times of this dispute, Fairmont East publicly disclosed that it  
14 was the beneficial owner of less than 1 percent of the stock and/or options of Lexington  
15 Resources.

16                           SEC Investigations and Cease and Desist Orders

17           205. In or around June 2009, the SEC ordered Mr. Pierce to cease and desist from  
18 violating provisions of the Securities Act of 1933 and the Securities Act of 1934. Specifically,  
19 Mr. Pierce was ordered to cease: (1) re-selling unregistered shares of Lexington Resources'  
20 stock; and (2) assigning options in Lexington Resources' stock to individuals and corporations  
21 he had ties with in order to conceal his ownership of the options and/or stock. The SEC  
22 determined that Mr. Pierce's actions were an attempt to avoid the SEC's beneficial ownership  
23 reporting requirements.

24           206. As a result of his actions with Lexington Resources, Mr. Pierce was ordered to  
25 disgorge \$2,043,362.33 in profits relating to his shares of stock in the company.

1           207. Recently, on or about June 9, 2010, the SEC issued an Order Instituting Cease-  
2 and-Desist Proceedings Pursuant to Section 8A of the Securities Act of 1933 against Mr. Pierce,  
3 Newport Capital, and Jenirob Company, Ltd. ("Jenirob") for selling unregistered shares of stock.  
4 Specifically, the Division of Enforcement of the SEC seeks to recover an additional  
5 \$7,700,000.00 in profits from Mr. Pierce relating to his sales of Lexington Resources' stock  
6 through two off-shore companies he controls – Newport Capital and Jenirob.

7           208. In fact, in or around June 2009, the SEC determined that Mr. Pierce is and/or was  
8 the beneficial owner of Jenirob.

9           209. The SEC alleges that Mr. Pierce controlled Lexington Resources in 2003 and  
10 2004, by providing one of his consultants to serve as the Chief Executive Officer of the  
11 company and by holding a majority of the company's stock.

12           210. The SEC further alleges that in 2003 and 2004, Mr. Pierce directed Mr. Atkins to  
13 issue 3.2 millions shares of Lexington stock, without restrictive legends, to Mr. Pierce and one  
14 of his associates (not publicly named by the SEC). After engaging in a massive campaign to  
15 tout Lexington Resources' stock, when Lexington Resources' stock price was at a high, Mr.  
16 Pierce sold 1.6 million of his shares to the public through Newport Capital and Jenirob's  
17 accounts at an offshore bank earning approximately \$7.7 million in profits.

18           211. The SEC further alleges that in or around October 2003, Mr. Pierce controlled  
19 more than 70-percent of Lexington Resources' stock.

20           212. The SEC also alleges that in 2003, Lexington Resources purchased an interest in  
21 an oil and gas property owned by Mr. Pierce, and then Lexington Resources hired another  
22 company controlled by Mr. Pierce to drill a well on that property. However, Lexington  
23 Resources never generated any meaningful revenue as a result of this property or the handful of  
24 other oil and gas properties it acquired.

25 ///

Transax

213. Transax was another of the Public Companies that Mr. Pierce worked to promote in the 1990s and/or early 2000s.

214. Transax (and/or its predecessor) was incorporated in Colorado, in or around January 1987, and shortly before the company became public in the late 1990s, Mr. Pierce began asserting his direct and/or indirect ownership, control, and/or influence over Transax.

Officers, Directors, Employees, Agents, and/or Consultants

215. Mr. Atkins was appointed as the Secretary, Treasurer, and Director of Transax in or around September 1998, and he was appointed as President of the company in or around October 1998. Mr. Atkins served as a Director of Transax until 2003 or 2004, and he served as President, Secretary, and Treasurer until in or around June 2003.

216. Mr. Atkins was also appointed as Chief Executive Officer and Chief Financial Officer in June 2003, and he served in that capacity until in or around August 2003.

217. Mr. Powers served as a Director of Transax from in or around December 2000 to at least July 2002.

218. Mr. Powers also served as the investor relations contact for Transax, as designated in some of Transax's press releases issued in or around May 2000 and June 2000.

Private Consultants

219. In addition to the involvement of the Controlled and Influenced Officers, Directors, Employees, Agents, and/or Consultants in Transax, the Controlled and Influenced Corporate Consultants also contracted with Transax.

220. In or around April 1999, Transax and ICI entered into a two-year consulting agreement for management, administrative, financial, marketing, and operational services, pursuant to which ICI was to receive up to \$75,000.000 per month for its services under this contract.

221. The 1999 agreement between Transax and ICI was extended for an additional 2 years in or around April 2001.

222. In or around July 2003, Transax and ICI entered into a new consulting agreement for finance and managerial services. Pursuant to this agreement, ICI was to receive \$10,000.00 per month for its services.

223. The 2003 agreement between Transax and ICI was terminated in or around September 2003.

224. In 1999, Amerocan and Transax entered into a management agreement pursuant to which Transax paid Amerocan approximately \$300,000.00 for its services.

225. In or around January 1998, Transax and Tristar entered into a consulting agreement which was terminated in or around March 1999.

226. In or around 2003, Transax publicly disclosed the existence of a financial consulting services agreement with IMT; however, no details regarding this agreement have been disclosed to the public.

### Shareholders

227. In addition to the involvement of the Controlled and Influenced Officers, Directors, Employees, Agents, and/or Consultants and the Controlled and Influenced Corporate Consultants in Transax, many of the Controlled and Influenced Stockholders owned Transax's stock and/or stock options.

*ICI*

228. Between 1999 and 2000, ICI advanced and/or loaned funds to Transax.

229. Between 2000 and 2003, Transax settled several debts owed to ICI, totaling over \$1 million, by issuing ICI over 7.1 million shares of stock in Transax.

230. In or around September 2003, Transax publicly disclosed that it owed a debt to ICI, totaling over \$750,000.00, for services rendered under the two consulting agreements between Transax and ICI.

231. ICI entered into assignment agreements with its non-publicly-disclosed creditors – creditors that Transax claims each performed “bona fide consulting services” to Transax pursuant to a non-publicly disclosed consulting services arrangement between Transax and IMT – assigning a portion of the above-referenced \$750,000.00 debt to each creditor in satisfaction and release of the debts ICI owed to each creditor.

232. The assigned debts were then satisfied and released when Transax permitted the assignees to exercise an equivalent number of stock options in Transax stock through IMT.

233. During the relevant times of this dispute, ICI publicly disclosed that it was the beneficial owner of approximately 6 percent to 27 percent of the stock and/or options of Transax.

*IMT*

234. In 2003, Transax issued 2.5 million options in Transax stock to IMT and/or IMT's employees and consultants pursuant to a non-publicly-disclosed financial consulting agreement between Transax and IMT.

235. As a result of ICI's assignment-of-debt agreements described above, approximately 1.2 million of IMT's 2.5 million options in Transax stock were exercised.

236. On or around April 2004, after Mr. Pierce began slowly relinquishing his control over Transax, IMT's remaining stock options were canceled.

237. During the relevant times of this dispute, IMT's percentage of beneficial ownership of the stock and/or options of Transax was not made readily available to the public.

*Amerocan*

238. Between 1998 and 1999, Amerocean loaned and/or advanced funds to Transax.



239. In or around March 2000, Transax settled a debt owed to Amerocan, totaling over \$74,000.00, by issuing Amerocan over 149,000 shares of stock in Transax.

240. During the relevant times of this dispute, Amerocan's percentage of beneficial ownership of the stock and/or options of Transax was not made readily available to the public.

*Tristar*

241. Between 1998 and 2000, Tristar loaned and/or advanced funds to Transax.

242. Between 2000 and 2002, Transax settled debts owed to Tristar, totaling nearly \$260,000.00, by issuing Tristar over 1.6 million shares of stock in Transax.

243. During the relevant times of this dispute, Tristar publicly disclosed that it was the beneficial owner of over 5 percent of the stock and/or options of Transax.

*Mr. Pierce*

244. Between 2000 and 2002, Mr. Pierce loaned and/or advanced funds to Transax.

245. In or around August 2002, Transax settled a debt owed to Mr. Pierce, totaling over \$42,000.00, by issuing him over 1.4 million shares of stock in Transax.

246. During the relevant times of this dispute, Mr. Pierce publicly disclosed that he was the beneficial owner of over 8 percent of the stock and/or options of Transax.

**Mr. Cox**

247. In 2000, Mr. Cox loaned and/or advanced over \$114,000.00 to Transax.

248. In or around December 2000, Transax settled a debt with Mr. Cox by issuing him a convertible promissory note in the amount of over \$99,000.00.

249. Transax also issued Mr. Cox over 270,000 shares of stock in Transax in settlement of the accrued interest on the \$99,000.00 debt.

250. Shortly after the issuance of the note, Mr. Cox converted the promissory note into over 3,300,000 shares of stock in Transax.



***Rising Sun***

261. In or around December 2000, Transax settled a debt with Rising Sun by issuing Rising Sun a convertible promissory note in the amount of \$20,000.00.

262. Shortly thereafter, Rising Sun converted the promissory note into over 666,000 shares of stock in Transax.

263. During the relevant time of this dispute, Rising Sun publicly disclosed that it was the beneficial owner of over 5 percent of the stock and/or options of Transax.

***Calista Capital***

264. In or around December 2000, Transax settled a debt with Calista Capital by issuing Calista Capital a convertible promissory note in the amount of over \$27,000.00.

265. Shortly thereafter, Calista Capital converted the promissory note into over 916,000 shares of stock in Transax.

266. During the relevant time of this dispute, Calista Capital publicly disclosed that it was the beneficial owner of approximately 5 percent to 9 percent of the stock and/or options of Transax.

***Additional Shareholders***

267. During the relevant times of this dispute, Mr. Cicci owned options in the stock of Transax; however, his percentage of beneficial ownership of the company was not made readily available to the public.

268. During the relevant times of this dispute, Mr. Atkins publicly disclosed that he was the beneficial owner of less than 1 percent of the stock and/or options of Transax.

269. During the relevant times of this dispute, Mr. Johnson owned options in the stock of Transax; however, his percentage of beneficial ownership of the company was not made readily available to the public.



280. The non-publicly-disclosed management team that Amerocan provided to Lexington Resources was comprised of the same non-publicly-disclosed individuals who managed the operations of Goldstate

Shareholders

281. In addition to the involvement of the Controlled and Influenced Corporate Consultants in Goldstate, many of the Controlled and Influenced Stockholders owned Goldstate's stock and/or stock options.

*Mr. Pierce*

282. In 1999, Mr. Pierce loaned and/or advanced funds to Goldstate in exchange for two convertible promissory notes, and he converted these notes into the stock of Goldstate in or around May 2000.

283. Mr. Pierce owned options in Goldstate stock in 1999 and 2000, before transferring the options back to Goldstate in 2000.

284. During the relevant times of this dispute, Mr. Pierce's percentage of beneficial ownership of the stock and/or options of Goldstate was not made readily available to the public.

*ICI*

285. In 1999, ICI loaned and/or advanced over \$295,000.00 to Goldstate.

286. In or around March 2000, Goldstate settled this debt by issuing ICI over 16.9 million shares of stock in Goldstate.

287. During the relevant times of this dispute, ICI's percentage of beneficial ownership of the stock and/or options of Goldstate was not made readily available to the public.

*Amerocan*

288. In 1999, Amerocan loaned and/or advanced over \$48,000.00 to Goldstate.

289. In or around March 2000, Goldstate settled this debt by issuing Amerocean over 2.7 million shares of stock in Goldstate.

291. In 1999, Tristar loaned and/or advanced over \$57,000.00 to Goldstate.

293. During the relevant times of this dispute, Tristar's percentage of beneficial ownership of the stock and/or options of Goldstate was not made readily available to the public.

294. In 1999, Rising Sun loaned and/or advanced funds to Goldstate in exchange for a convertible promissory note.

296. During the relevant times of this dispute, Rising Sun's percentage of beneficial ownership of the stock and/or options of Rising Sun was not made readily available to the public.

297. Mr. Cicci owned options in Goldstate stock in 1999 and 2000, before transferring the options back to Goldstate in 2000. During the relevant times of this dispute, Mr. Cicci's percentage of beneficial ownership of the stock and/or options of Goldstate was not made readily available to the public.

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299. Mr. Johnson owned options in Goldstate stock in 1999 and 2000, before transferring the options back to Goldstate in 2000. During the relevant times of this dispute, Mr. Johnson's percentage of beneficial ownership of the stock and/or options of Goldstate was not made readily available to the public.

300. During the relevant times of this dispute, Lexington Resources owned stock and/or options in Goldstate, and Lexington Resources publicly disclosed that it was the beneficial owner of over 7 percent of the stock and/or options of Goldstate.

Petrogen

301. Petrogen was another of the Public Companies that Mr. Pierce worked to promote in the 1990s and/or early 2000s.

302. Petrogen (and/or its predecessor) was incorporated in Nevada, in or around December 1997, and soon thereafter, Mr. Pierce began asserting his direct and/or indirect ownership, control, and/or influence over Petrogen.

Officers, Directors, Employees, Agent, and/or Consultants

303. In or around September 2000, Mr. Atkins was appointed as President and Director of Petrogen, and in or around December 2000, he was also appointed as Treasurer of the company. Mr. Atkins served as President and Treasurer until in or around March 2003, and he served as a Director until 2003 or 2004.

304. Mr. Jewett was nominated for election to the Board of Directors of Petrogen in or around May 2002, but whether or not he was ever actually appointed as a Director of Petrogen, even for a brief period of time, was not readily disclosed to the public

305. Mr. MacKinnon was nominated for election to the Board of Directors of Petrogen in or around May 2002, but whether or not he was ever actually appointed as a Director of Petrogen, even for a brief period of time, was not readily disclosed to the public.